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Book - 8974 Pg - 8855-8857
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY MANAGEMENT SERVICES
BY: ZJM, DEPUTY - WI 3 P.

When Recorded Please return to: :
Salt Lake City Public Utilities :
Attention: Karryn Greenleaf :
1530 South West Temple :
Salt Lake City, Utah 84115 :

Space above for County Recorders Use

County Parcel No.
Salt Lake County Parcel ID No.

EASEMENT

C.L.S. Investments, L.L.C., a Utah limited liability company ("Grantor"), hereby conveys to **Salt Lake City Corporation**, a Utah municipal corporation, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a storm drain, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto ("Easement Property"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. Grantor agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or trespassers.

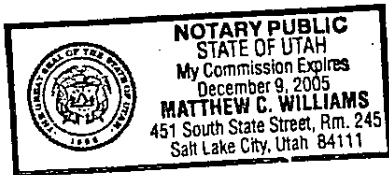
DATED this 14th day of April, 2004.

C.L.S. Investments, L.L.C.

Craig L. Stahl, Pres

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 14th day of April, 2004 by Craig L. Stahl in his capacity as president of C.L.S. Investments, L.L.C., a Utah limited liability company.



Matthew C. Williams
NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT A

**CENTERLINE DESCRIPTION
PROPOSED EASEMENT FOR STORM DRAIN
THROUGH LOT 12
GLENDALE GARDENS, PLAT D**

REVISED: APRIL 7, 2004

Beginning at a point on the northerly line of Glendale Drive, said point being North 33°11'46" West 37.38 feet from the most westerly corner of a tract of land conveyed to Glendale Senior Housing Corporation by Utah Nonprofit Housing Corporation by Quitclaim Deed Entry No. 7248791 in Book 8247, Page 3656 as recorded in the office of the Salt Lake County Recorder, said point also being North 27°46'10" West 183.25 feet from the corner common to Lots 11 and 12 of Glendale Gardens Plat "D", said plat also recorded in the office of the Salt Lake County Recorder;

Thence along the centerline of a 20.00 foot wide easement for the purposes of storm drain construction and maintenance, the boundaries of said easement being 10.00 feet to either side of and at right angles to said centerline and the easement lying on and across a tract of land conveyed to C.L.S. Investments, L.L.C. by Special Warranty Deed Entry No. 8217442 in Book 8592, Page 204 as recorded in the office of the Salt Lake County Recorder, the following two courses:

- 1) Thence North 51°56'49" East 53.19 feet;
- 2) Thence North 42°30'45" East 166.28 feet to the southwesterly line of Glendale Gardens Plat "C", being the Point of Ending.

Said easement contains 4,389.7 square feet, more or less.